most certainly is in the latter. It would be difficult to conceive of a change in the by-laws which would be more liable to prejudice the rights of pre-existing members without notice than the one here in question. Unquestionably, there was no such intention on the part of the officers of the defendant in making the change here in question, but this does not alter the fact that, if the amendment is binding on pre-existing members without notice, it is well calculated to entrap them into doing an act—that is, changing their occupation—which would forfeit their certificates."

BILLS AND NOTES—CHECKS—PRESENTMENT—DELAY—PREJUDICE.—Plaintiff, the payee of defendant's check upon a bank in another county received it on Friday, and on the Monday following deposited in a local bank which immediately put it in the usual course of collection through its correspondents. Upon presentment to the drawee bank, payment was refused for want of funds. There was no claim that an earlier presentation would have resulted in its payment. A request to charge the jury that unless they believed that the check was presented in a reasonable time, they should find for defendant, was denied. *Held*, not error. *Fritz* v. *Kennedy* (Iowa), 93 N. W. 603.

Per Weaver, J:

"Failure to promptly present a bill of exchange for payment works a discharge of the indorser, without reference to the resulting damage or prejudice, but this rule does not hold good with reference to ordinary bank checks. If a man buys property and pays for it by a bank check, some prejudice must be shown, before a mere delay in presenting it for payment will operate to discharge the debt. *Stewart* v. *Smith*, 17 Ohio St. 83; *Bradford* v. *Fox*, 38 N. Y. 289; *Burkhalter* v. *Bank*, 42 N. Y. 538; Parsons' Bills & Notes, 72-74; *Henshaw* v. *Root*, 60 Ind. 220. If the bank upon which the check was drawn had closed its doors during the alleged delay, with a balance applicable to the payment of such check due the drawer, then there would be a presumption of prejudice to him; but if the check is dishonored for want of funds, and there is no pretense that an earlier demand would have been honored, or where the drawer has himself withdrawn the deposit against which the check was made, then there is no such presumption. Men cannot buy property and pay for it in legal presumptions of that kind. *Bell* v. *Alexander*, 21 Gratt. 1; *Shaffer* v. *Maddox*, 9 Neb. 205, 2 N. W. 464; *Pack* v. *Thomas*, 51 Am. Dec. 138; *Emery* v. *Hobson*, 63 Me. 32; *True* v. *Thomas*, 16 Me. 36; Daniel on Neg. Inst. sec. 1589; *Fletcher* v. *Pierson*, 69 Ind. 281, 35 Am. Rep. 214. Plaintiff having shown that he did present the check, and that there were no funds on deposit to meet it, we think he made a *prima facie* case, entitling him to recover, in the absence of a plea or proof that any loss or damage had been occasioned by want of an earlier presentation."

The doctrine, in a word, is that prejudice must appear. *Bell* v. *Alexander*, *supra*, was followed in *Purcell* v. *Allemong*, 22 Gratt. 739. Section 186 of the Negotiable Instruments Act (which, by the way, is in force in Iowa, though it is not mentioned in the opinion in the principal case), provides that "a check must be presented for payment within a reasonable time after its issue or the drawer thereof will be discharged from liability thereon *to the extent of the loss caused by the delay*," but, manifestly, if there is no loss, there can be no discharge. In Pollard's Supplement to the Code of 1887, the word "drawer" in this section is printed "drawee," but the mistake is obvious.